PART VI CRIME COVERAGE SECTION

A. Joint Government Crime Policy

In accordance with the UCIP Interlocal Agreement, the Pool jointly purchases on behalf of the Members a Government Crime Policy, listing each of the individual Members as Additional Insured. The jointly purchased Government Crime Policy is attached to this Addendum as Appendix I.

B. Coverage Description

The POOL will indemnify the MEMBER for loss covered by the joint Government Crime Policy to the Limit of Coverage shown in this Coverage Part. Any loss not covered by the Government Crime Policy for any reason other than the loss did not exceed the deductible of the Government Crime Policy is considered an excluded claim under this Coverage Part.

C. Limit of Coverage

The most the POOL will pay as the result of any one loss is limited to the amount described as the Deductible Amount in the joint Government Crime Policy, less the amount of the MEMBER's maintenance deductible.

D. Member Maintenance Deductible

The Member Maintenance Deductible for this Coverage Part is \$500.00 per occurrence as defined by the joint Government Crime Policy.

E. Claims

Members shall report any claim to the Pool in accordance with the Claims provision of Part II General Coverage Conditions of this Addendum. The Pool will assist Members with the reporting and adjusting of claims under the joint Governmental Crime Policy.

F. Recoveries

Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this Coverage Part will be distributed as follows:

1. To the MEMBER, until the MEMBER is reimbursed for any loss that it sustains that exceeds the Limit of Coverage provided by the joint Government Crime Policy;

- 2. Then to the issuer of the joint Government Crime Policy, until the issuer is reimbursed in accordance with the Recoveries condition of the joint Government Crime Policy:
- 3. Then to the POOL, until the POOL is reimbursed for the amount paid to the Member under this Coverage Part for the loss; and
- 4. Then to the MEMBER, until the MEMBER is reimbursed for that part of the loss equal to the Member Maintenance Deductible amount, if any.
- 5. Recoveries do not include any recovery:
 - a. From insurance, suretyship, reinsurance, security, or indemnity taken for the POOL's benefit; or
 - b. Of original SECURITIES after duplicates of them have been issued.

GOVERNMENT CRIME POLICY DECLARATIONS

CRIME AND FIDELITY
CR DS 04 08 07
POLICY NUMBER:
03-582-28-37
REPLACEMENT OF
POLICY NUMBER:
04-650-00-85

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

| Coverage Is Written: | |
|----------------------|--|
| X Primary | Excess Coindemnity Concurrent |
| Company Name Area: | National Union Fire Insurance Company of Pittsburgh, Pa. |
| Producer Name Area: | ARTHUR J. GALLAGHER & CO. INSURANCE BROKERS OF CAL 18201 VON KARMAN AVENUE SUITE 200 IRVINE, CA 92612 |
| Named Insured: | UTAH COUNTIES INDEMNITY POOL |
| | (including any Employee Welfare or Benefit Plans) |
| Mailing Address: | 5397 S VINE STREET MURRAY, UT 84087-6757 |
| Policy Period | |
| From: | January 1, 2019 |
| То: | January 1, 2020 12:01 A.M. at your mailing address shown above. |

| Insurance Agreements | Limit of Insurance Per Occurrence | Deductible Amount Per Occurrence |
|---|--------------------------------------|-------------------------------------|
| 1. Employee Theft - Per Loss Coverage | \$2,500,000 | \$250,000 |
| 2. Employee Theft - Per Employee Coverage | Not Covered | Not Covered |
| 3. Forgery Or Alteration | \$2,500,000 | \$250,000 |
| 4. Inside The Premises - Theft Of Money And Securities | \$2,500,000 | \$250,000 |
| 5. Inside The Premises - Robbery Or Safe Burglary Of Other Property | \$2,500,000 | \$250,000 |
| 6. Outside The Premises | \$2,500,000 | \$250,000 |
| 7. Computer Fraud | \$2,500,000 | \$250,000 |
| 8. Funds Transfer Fraud | \$2,500,000 | \$250,000 |
| 9. Money Orders And Counterfeit Money | \$2,500,000 | <i>\$250,000</i> |

If "Not Covered" is inserted above opposite any Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

GOVERNMENT CRIME POLICY DECLARATIONS

CRIME AND FIDELITY
CR DS 04 08 07
POLICY NUMBER:
03-582-28-37
REPLACEMENT OF
POLICY NUMBER:
04-650-00-85

| Endorsements Forming Part Of This Policy When Issued: #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14,#15 |
|--|
| |
| |
| Cancellation Of Prior Insurance Issued By Us: By acceptance of this Policy you give us notice cancelling prior policy Nos. $4-650-00-85$; the cancellation to be effective at the time this Policy becomes effective. |
| 100 410 |
| Premium: \$26,418 |
| |
| |
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| |
| Countersignature Of Authorized Representative |
| Name: |
| Title: |
| Signature: |
| Date: |
| IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer. |

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.n. or E.1.o., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.i.:

1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises - Theft Of Money And Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":
 - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
 - (2) Resulting directly from disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers

5. Inside The Premises - Robbery Or Safe Burglary Of Other Property

- a. We will pay for loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent

instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

- 1. This policy does not cover:
 - a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1. or A.2.

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred

by you which are related to any legal action, except when covered under Insuring Agreement A.3.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Military Action

Loss or damage resulting from:

- War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- Insuring Agreements A.1. and A.2. do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Insuring Agreements A.4., A.5. and A.6. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to

introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;

- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.
- (2) But, this Exclusion does not apply under Insuring Agreement A.6. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

Insuring Agreement A.7. does not cover:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.
- 5. Insuring Agreement A.8. does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this policy is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this policy. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

- (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **(b)** 30 days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address

known to us.

- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

d. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This policy;
- (2) The property covered under this policy;
- (3) Your interest in the property covered under this policy; or
- (4) A claim under this policy.

e. Cooperation

You must cooperate with us in all matters pertaining to this policy as stated in its terms and conditions.

f. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

g. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement A.1. or A.2.
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement A.1. or A.2. does not apply to loss sustained by any Plan.

h. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period shown in the Declarations and up to 3 years afterward.

i. Extended Period To Discover

We will pay for loss that you sustained prior to the effective date of cancellation of this policy, which is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective

date.

j. Inspections And Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs j.(1) and j.(2) apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

k. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or official of that Insured has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

I. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

m. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this policy.

- n. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate
 - (1) Loss Sustained Partly During This Policy And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this policy became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This policy became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this policy had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

- (3) In settling loss subject to this Condition:
 - (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this policy or was written under the prior insurance issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this policy. If no loss was sustained under this policy, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this policy, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this Condition E.1.n.:

EXAMPLE NO. 1:

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A

(\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).

2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2:

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.

The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE NO. 3:

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy **B.** Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

- 1. The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss \$100,000 deductible = \$250,000).
- The amount of loss sustained under Policy B
 (\$250,000) is settled next.

The amount we will pay is \$250,000 (no deductible is applied).

- 3. The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- 4. We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

- Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate
 - (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this policy, provided:
 - (a) This policy became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this policy had it been in effect at the time of the "occurrence".
 - (2) In settling loss subject to this Condition:
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this policy or was written under the prior cancelled insurance.
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

- (3) The insurance provided under this Condition is subject to the following:
 - (a) If loss covered under this Condition is also partially covered under Condition E.1.n., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E.1.n.
 - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this policy and is limited to the lesser of the amount recoverable under:
 - (i) This policy as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

p. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this policy, our obligations are limited as follows:

(1) Primary Insurance

When this policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount

shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this policy.

(2) Excess Insurance

- (a) When this policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this policy.
 - (b) However, if loss covered under this policy is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

q. Ownership Of Property; Interests Covered

The property covered under this policy is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

r. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

s. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

t. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this policy, whether made by us or you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this policy;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this policy.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit: or
 - (b) Of original "securities" after duplicates of them have been issued.

u. Territory

This policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

v. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

w. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

x. Valuation - Settlement

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up

- to and including its face value.
- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
 - (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - ii. The Limit of Insurance applicable to the securities.
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
 - (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs x.(1)(c)(i) through x.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

- Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
 - (a) You; or
 - (b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.u. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.u.** does not apply to Insuring Agreement **A.3**.

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:

- Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

- 5. Conditions Applicable To Insuring Agreement A.7.
 - a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.7.

F. Definitions

- "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- 3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- 4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.

- 5. "Employee":
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such ter-

- mination is due to "theft" or any other dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
 - (b) To meet seasonal or shortterm work load conditions;
 - while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
- (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; and
 - (b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;
- (5) Any natural person who is a former official, "employee", or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

- b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.
- 6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 7. "Fraudulent instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Insuring agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent
- 8. "Funds" means "money" and "securities".
- 9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
- 10. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 11. "Occurrence" means:
 - a. Under Insuring Agreement A.1.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.

- b. Under Insuring Agreement A.2.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.

- c. Under Insuring Agreement A.3.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.

- d. Under All Other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.

- 12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
- 13. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- **14.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
- 15. "Safe burglary" means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
- 16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in

- a meter) in current use; and
- Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

- "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

CRIME AND FIDELITY CR 02 33 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

January 1, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME POLICY KIDNAP/RANSOM AND EXTORTION POLICY

- A. The following is added to the Cancellation Of Policy Condition:
 - (7) If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - (d) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- (8) Notice of cancellation must be delivered or mailed by first class mail.
- **B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2. We need not mail this notice if:
 - a. You have accepted replacement

coverage;

- b. You have requested or agreed to nonrenewal; or
- c. This policy is expressly designated as nonrenewable.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.
- C. Under the Commercial Crime Policy and Government Crime Policy, Paragraphs (1) and (4) of the Duties In The Event Of Loss are replaced by the following:
 - (1) Notify us or our agent as soon as possible. If you have reason to believe that any loss (except for loss covered under the Employee Theft Insuring Agreement or Forgery Or Alteration Insuring Agreement) involves a violation of law, you must also notify the local law enforcement authorities.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

(4) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

ENDORSEMENT# 1 (continued)

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first class mail deposited in a United States Post Office.

- D. Under the Kidnap/Ransom And Extortion Policy, Paragraphs (4) and (6) of the Duties In The Event Of An Occurrence Condition is replaced by the following:
 - (4) Notify us or our agent as soon as possible. You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.
 - (6) Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first class mail deposited in a United States Post Office.

E. Under the Commercial Crime Policy, Government Crime Policy and Em-

Page 2 of 2

ployee Theft And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss:

- Unless proof of loss has been waived; or
- Unless full payment has been denied; or
- Until 60 days after you have filed proof of loss with us;

whichever is earlier; and

- 4. Unless brought within 3 years from the date you "discover" the loss.
- F. Under the Kidnap/Ransom And Extortion Policy, the Legal Action Against Us Condition is replaced by the following:

LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss:

- Unless proof of loss has been waived; or
- 2. Unless full payment has been denied; or
- 3. Until 60 days after you have filed proof of loss with us;

whichever is earlier; and

4. Unless brought within 3 years from the date you reported the loss to

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 am January 1, 2019 forms a part of policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

CRIME ADVANTAGESM

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

- 1. E. Conditions, Conditions Applicable To Insuring Agreements A.1. And A.2., Termination As To Any Employee, section (2) is deleted in its entirety and replaced with the following:
 - (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 90 days after the date of mailing.

We will mail or deliver notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

- 2. E. Conditions, Conditions Applicable To All Insuring Agreements, Cancellation Of Policy, section (2) is deleted in its entirety and replaced with the following:
 - (2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (b) 90 days before the effective date of cancellation if we cancel for any other reason.
- 3. **F. Definitions, "Employee," a. (1)(a)** is deleted in its entirety and replaced with the following:
 - (a) While in your service and for the first 90 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- 4. **F. Definitions, "Employee," a.** is amended by adding the following at the end thereof:

"Employee" is also deemed to include:

- (a) Any of your directors, trustees or non-compensated officers while performing acts within the scope of the usual duties of an "employee"
- (b) Any of your directors or trustees who are members of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts
- (c) Students gaining work experience
- (d) Any non-compensated natural person other than one who is a fund solicitor, while performing service for you that are usual to the duties of an "employee"

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ENDORSEMENT# 2 (continued)

- (e) Any of your part-time "employees"
- (f) Any natural person, whether or not compensated, while performing services for you as the chairman, or a member of any committee
- 5. With respect to a loss for which coverage is provided by this policy and which is sustained partly during the period of other policies providing coverage for such loss issued to you or to any predecessor in interest of yours and terminated or canceled or allowed to expire as of the inception date of this policy, the amount of the deductible that is applicable to the portion of the loss sustained during this Policy Period shall be reduced, in whole or in part, by:
 - (a) The amount of the loss which is sustained by you during the period of such other policies if such loss is less than the amount of the deductible applicable to that loss under such other policies, or
 - (b) The amount of the deductible applicable to the loss sustained by you during the period of such other policies if the applicable deductible is less than the amount of the loss sustained during such period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 am January 1, 2019 forms a part of policy number 03-582-28-37 issued to $UTAH \ COUNTIES \ INDEMNITY \ POOL$

by National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY GOVERNMENT CRIME POLICY

Schedule

The following Insured(s) is/are added as Named Insured(s):

NAMED INSURED

| Beaver County |
|---|
| Box Elder County |
| Box Elder Redevelopment Agency |
| Canyon Land County Improvement District |
| Central Health Department |
| Daggett County |
| Davis County |
| Duchesne County |
| Duchesne/Wasatch Blue Bench Landfill Special Service District |
| Emery County |
| Five County Association of Governments |
| Garfield County |
| Iron County |
| Iron County Ambulance |
| Iron Special Service District #1 |

ENDORSEMENT# 3 (Continued)

by National Union Fire Insurance Company of Pittsburgh, Pa.

| Iron Special Service District #3 |
|---|
| Juab County |
| Juab Special Service District #2 |
| Juab Special Service Fire District |
| Kane County |
| Kane Recreation & Transportation Special Service District |
| Millard County |
| Morgan County |
| Municipal Building Authority of Beaver County |
| Municipal Building Authority of Duchesne County |
| Municipal Building Authority of Emery County |
| Municipal Building Authority of Kane County |
| Municipal Building Authority of Piute County |
| Municipal Building Authority of Sevier County |
| Municipal Building Authority of Six County Infrastructure Coalition |
| Municipal Building Authority of Uintah Count |
| Municipal Building Authority of Washington County |
| Municipal Building Authority of Wayne County |
| Municipal Building Authority of Weber County |

ENDORSEMENT# 3 (Continued)

by National Union Fire Insurance Company of Pittsburgh, Pa.

| Piute County |
|--|
| Rich County |
| San Juan County |
| San Juan Transportation Special Service District |
| Sanpete County |
| Seven County Infrastructure Coalition Municipal Building Authority |
| Sevier County |
| Southeastern Utah District Health Department |
| Southwest Utah Public Health Department |
| Tri-County Health Department |
| Uintah County |
| UCIP Administration |
| Utah Counties Indemnity Pool |
| Wasatch County |
| Wasatch Special Service Area #1 |

ENDORSEMENT# 3 (Continued)

by National Union Fire Insurance Company of Pittsburgh, Pa.

| Washington County |
|--|
| Washington County/St. George Interlocal Agency |
| Wayne County |
| Weber County |
| Weber-Morgan Health Department |
| Weber Human Services |
| Wilson Arch Sewer & Water Special Service District |
| Grand County Emergency Medical Services Special Service District |
| Daggett County Redevelopment Agency |
| Wasatch County Health Department |
| Wasatch County Parks & Recreation Special Service District #21 |
| Wasatch County Solid Waste Disposal District |
| Wasatch County Special Service District #9 |
| Wayne County Special Service District #1 |
| Wayne County Special Service District #3 |
| Wayne County Water Conservancy District |
| San Juan Spanish Valley Special Service District |

No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZÉD REPRESENTATIVE

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END 3

CRIME AND FIDELITY CR 25 20 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

January 1, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADD CREDIT, DEBIT OR CHARGE CARD FORGERY

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

and applies to the Forgery Or Alteration Insuring Agreement:

SCHEDULE

| Limit Of Insurance | Covered Instruments |
|--|---|
| \$2,500,000 | Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes. |
| | Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes. |
| Information required to complete the Declarations. | this Schedule, if not shown above, will be shown in |

- Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
- 2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.

CR 25 20 08 07

3. The following exclusion is added to Section D.:

The Forgery Or Alteration Insuring Agreement does not apply to:

NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 004

CRIME AND FIDELITY CR 25 19 05 06

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

January 1, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

| Insuring Agreement | Limit Of Insurance |
|---|--------------------------------------|
| Employee Theft - Per Loss Coverage | \$2,500,000 |
| Employee Theft - Per Employee Coverage | |
| Information required to complete this Schedule, the Declarations. | if not shown above, will be shown in |

 The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

- 2. The following exclusions are added to Section **D.2. Exclusions**:
 - a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
 - b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "em-

ployee", except the conversion of property of other parties held by you in any capacity.

3. The **Indemnification** Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

- 4. Part (I) of the Termination As To Any Employee Condition is replaced by the following:
 - (1) As soon as:
 - (a) You; or
 - (b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee

ENDORSEMENT# 5 (Continued)

Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 005

CRIME AND FIDELITY CR 25 12 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL January 1, 2019

forms a part of

National Union Fire Insurance Company of Pittsburgh, Pa. by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. INCLUDE TREASURERS OR TAX COLLECTORS **AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM **GOVERNMENT CRIME POLICY**

SCHEDULE

| Treasurers Or Tax Collectors | | |
|--|--|--|
| Any Treasurer or Collector of the Insured | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

- 1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
- 2. Exclusion D.2.d. Treasurers Or Tax Collectors is deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

PRIOR THEFT OR DISHONESTY

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY GOVERNMENT CRIME POLICY

A. Schedule*

| Prior Theft or Dishonesty Amount: | \$25,000 |
|--|---|
| *Information required to complete this S will be shown in the Declarations. | Schedule, if not shown on this endorsement, |

B. E. Conditions is modified as follows:

The paragraph entitled **Termination As To Any Employee** is deleted in its entirety from:

- Conditions Applicable to Insuring Agreement A.1.
 (with respect to the Commercial Crime Policy)
- Conditions Applicable to Insuring Agreement A.1. And A.2. (with respect to the Government Crime Policy)

and replaced with the following:

Termination As To Any Employee

- (1) This Insuring Agreement is cancelled as to any "employee" immediately upon discovery by:
 - (a) You: or
 - (b) (with respect to the Commercial Crime Policy) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

(with respect to the Government Crime Policy) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee"

of "theft" or any other dishonest act committed by the "employee"

- after becoming employed by you; or
- prior to becoming employed by you, provided that such conduct involved Loss of Money, Securities or other property valued at the amount specified in the schedule above or more.
- (2) The Insuring Agreement terminates as to any "employee" on the date specified in a notice mailed to the first Named Insured. The date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the first named

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ENDORSEMENT# 7 (continued)

Insured's last mailing address known to us. If notice is mailed proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

National Union Fire Insurance Company of Pittsburgh, Pa. by

BONDED EMPLOYEES EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In Section D. Exclusions, subparagraph 2., the exclusion entitled Bonded Employees is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to: UTAH COUNTIES INDEMNITY POOL

By: National Union Fire Insurance Company of Pittsburgh, Pa.

INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION

This endorsement modifies insurance provided under the following:

ISO COMMERCIAL CRIME POLICY ISO GOVERNMENT CRIME POLICY

It is agreed that:

- 1. Clause D.1.f. Indirect Loss Exclusion is deleted in its entirety and replaced with the following:
 - f. Indirect or Consequential Loss

Loss that is an indirect or consequential result of an "occurrence", including but not limited to loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 009

This endorsement, effective at 12:01 am January 1, 2019 forms a part of

Policy number 03-582-28-37

Issued to: UTAH COUNTIES INDEMNITY POOL

By: National Union Fire Insurance Company of Pittsburgh, Pa.

PROTECTED INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

ISO COMMERCIAL CRIME POLICY ISO GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover loss resulting directly or indirectly from the: (i) "theft," disappearance or destruction of; (ii) unauthorized use or disclosure of; (iii) unauthorized access to; or (iv) failure to protect any:

- (1) confidential or non-public; or
- (2) personal or personally identifiable;

information that any person or entity has a duty to protect under any law, rule or regulation, any agreement or any industry guideline or standard.

This exclusion shall not apply to the extent that any unauthorized use or disclosure of a password enables a "theft" by your "employee" of your "money," "securities" or "other property" or that you are holding for a third party; provided, however, this exception shall not apply to the extent that such unauthorized use or disclosure of a password enables a "theft" of or disclosure of information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 010

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL January 1, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

NOTICE OF CLAIM (REPORTING BY E-MAIL)

In consideration of the premium charged, it is hereby understood and agreed as follows:

Email Reporting of Claims: In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

c-claim@AIG.com

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: AIG, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.

- 2. Definitions: For this endorsement only, the following definitions shall apply:
 - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
 - "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of (b) loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.
 - "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
- 3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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This endorsement, effective at 12:01 am January 1, 2019 forms a part of Policy number 03-582-28-37

Issued to: UTAH COUNTIES INDEMNITY POOL

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Government Crime Policy

IMPERSONATION FRAUD COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)
COMMERCIALCRIME POLICY (LOSS SUSTAINED FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)

It is agreed that in consideration of the additional premium of \$0, the policy is hereby amended as follows:

1. Insuring Agreement "Funds Transfer Fraud" is amended by adding the following to the end thereof:

Impersonation Fraud Coverage

We will also pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account."

Notwithstanding the above requirement that the loss of "funds" result directly from a "fraudulent instruction," we will also pay for the loss of "funds" resulting from your receipt of a "fraudulent instruction" from a purported vendor, which advises you that the vendor's bank account information has been changed and you suffer a loss of "funds".

2. Solely with respect to Impersonation Fraud Coverage provided by this endorsement, in Section F. Definitions, the definition of "Fraudulent Instruction" is deleted in its entirety and replaced with the following:

"Fraudulent instruction" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your "employee" based upon an instruction received and relied upon by you or your "employee" which was transmitted:

a. by a purported director, officer, partner, member or sole proprietor of yours or by another "employee"-or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other "employee"-but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; or

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END 012

ENDORSEMENT# 12 (continued)

- b. by a purported director, officer, partner, member, sole proprietor or employee of your "vendor" or "client"-or by an individual acting in collusion with such purported director, officer or employee-but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; provided, however, "fraudulent instruction" shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" who was acting in collusion with any third party in submitting such instruction.
- 3. Solely for purposes of this endorsement, the following definitions are added:

"Vendor" means any person, firm, company, corporation, organization, association or other entity that provides goods or services to you pursuant to a legitimate relationship that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.

"Client" means any person, firm, company, corporation, organization, association or other entity to whom you provide goods or services for a fee pursuant to a legitimate written contract that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.

- 4. Our total liability for coverage provided by this endorsement for all loss arising from a single act or series of related acts is \$100,000 ("Impersonation Fraud Limit"). All amounts paid by us pursuant to this endorsement will be part of, and not in addition to, the applicable Limit of Insurance shown in the Declarations.
- 5. Solely with respect to coverage provided by this endorsement, the applicable per occurrence Deductible Amount is \$25,000.
- 6. Solely for purposes of this endorsement, the following exclusion shall apply:

The coverage afforded by this endorsement does not apply to any loss occurring prior to January 1, 2016.

7. The most we will pay for all loss resulting directly from an "occurrence" under this endorsement is the Impersonation Fraud Limit shown in Section 4 above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 012

This endorsement, effective 12:01 am January 1, 2019 forms a part of policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

LOSS PAYABLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

SCHEDULE

Name Of Loss Payee:

The State of Utah by and through the Permanent Community Impact Fund Board

Address Of Loss Payee:

2110 State Office Building Salt Lake City, UT 84114-1031

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests m ay appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
- 2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than to receive payment for loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be pre-sented by you.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHÓRIZÉD REPRESENTATIVE

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END 13

This endorsement, effective at 12:01 am January 1, 2019 forms a part of Policy number 03-582-28-37

Issued to: UTAH COUNTIES INDEMNITY POOL

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Government Crime Policy

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 014

Page 1 of 1

119679 (9/15)

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

January 1, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

| FORM NUMBER | EDITION DATE | FORM TITLE |
|-------------|-----------------|--|
| CRDS04 | 08/07 | GOVERNMENT CRIME POLICY DECLARATIONS |
| CR0027 | 05/06 | GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM) |
| CR0233 | 08/07 | UTAH CHANGES |
| 95427 | 08/07 | CRIME ADVANTAGE |
| 95417 | 08/07 | ADDITIONAL NAMED INSURED |
| CR2520 | 08/07 | ADD CREDIT, DEBIT OR CHARGE CARD FORGERY |
| CR2519 | 05/06 | ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES |
| CR2512 | 08/07 | INCLUDE TREASURER OR TAX COLLECTORS AS EMPLOYEES |
| 95442 | 08/07 | PRIOR THEFT OR DISHONESTY |
| 95419 | 08/07 | BONDED EMPLOYEES EXCLUSION DELETED |
| 113024 | 10/12 | INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION |
| 113013 | 10/12 | PROTECTED INFORMATION EXCLUSION |
| 99758 | 08/08 | NOTICE OF CLAIM (REPORTING BY E-MAIL) |
| 116956 | 01/17 | IMPERSONATION FRAUD COVERAGE (ISO) |
| CR 20 14 | 08/07 | LOSS PAYABLE |
| 119679 | 09/15 | ECONOMIC SANCTIONS ENDORSEMENT |
| 78859 | 10/01 | FORMS INDEX ENDORSEMENT |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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CRIME AND FIDELITY CR 20 02 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE (LOSS SUSTAINED FORM)

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

SCHEDULE

| Change Number | Date | Of Issue | Effec | ctive Date Of Change |
|--|-------------|---------------|-------|----------------------------------|
| 1 | February | 8, 2019 | | A.M. on: <i>nuary 1, 2019</i> |
| | | | | |
| The Named Insured is cha | nged to: | | | |
| The following Insured(s) is added as a Named Insured: Box Elder County Special Service District | | | | |
| The following Insured(s) is | deleted as | a Named Insur | ed: | |
| The Mailing Address is cha | anged to: | | | |
| | | | | |
| The Policy Period is: | | | | |
| Extended to: Reduced to: | | | | |
| The following Insuring Agr | eement(s) i | 3: | | |
| Added to the Covera | age Form/Po | olicy | | |
| Insuring Agreement(| s) | Limit Of Insu | rance | Deductible Amount |
| · | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ENDORSEMENT# 16 (continued)

| Deleted from the Coverage Form/F | Policy | |
|--|------------------------|--------------------|
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount |
| | | |
| | | |
| | | |
| Changed as respects the Limit(s) of | of Insurance and/or De | ductible Amount(s) |
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount |
| | | |
| | | |
| The following Endorsement(s) is: | | |
| Added to the Coverage Form/Polic | у | |
| Endorsement(s) | Limit Of I | Insurance |
| | | |
| | | |
| Deleted from the Coverage Form/F | Policy | |
| Endorsement(s) | Limit Of I | Insurance |
| | | |
| | | |
| Changed as respects the Limit(s) of Insurance | | |
| Endorsement(s) | Limit Of I | Insurance |
| | | |
| | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

ENDORSEMENT# 16 (continued)

Application of changes affected by this Endorsement:

1. Addition Of Deductible Or Increase In Deductible Amount

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

2. Deletion Of Coverage Or Decrease In Limit Of Insurance

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 1 year from that date.
- 3. All Changes Other Than In Paragraphs 1. And 2.

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

| Accepted | | |
|----------------------|--|--|
| First Named Insured: | | |
| Name: | | |
| Title: | | |
| | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

| | EDITION | |
|-------------|---------|-------------------------------------|
| FORM NUMBER | DATE | FORM TITLE |
| CR2002 | 08/07 | POLICY CHANGE (LOSS SUSTAINED FORM) |
| SYSLIB | 01/05 | FORMS INDEX (AMENDED) |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CRIME AND FIDELITY CR 20 02 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE (LOSS SUSTAINED FORM)

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

SCHEDULE

| Change Number | Date Of Issue | Effective Date Of Change | |
|---|------------------|-----------------------------------|--|
| 2 | April 29, 2019 | 12:01 A.M. on: January 1, 2019 | |
| | | | |
| The Named Insured is cha | nged to: | | |
| The following Insured(s) is added as a Named Insured: | | | |
| The following Insured(s) is deleted as a Named Insured: | | | |
| The Mailing Address is cha | anged to: | | |
| | | | |
| The Policy Period is: | | | |
| Extended to: | Redu | ced to: | |
| The following Insuring Agr | eement(s) is: | | |
| Added to the Covera | age Form/Policy | | |
| Insuring Agreement(| s) Limit Of Insu | rance Deductible Amount | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



CLAIM REPORTING FORM FIDELITY SUPPLEMENTAL

(Only complete this supplemental if the Claim is being reported under Fidelity Coverage)

Issuing Company: National Union Fire Insurance Company of Pittsburgh, Pa. Reported under Policy/Bond Number: <u>03-582-28-3</u>7 Date of Discovery: — ——— Estimated Amount of loss: ————— Cause of Loss: Employee Dishonesty _____ Computer Fraud Funds Transfer Robbery/Burglary ID Theft Forgery Client Property In Transit Credit Card Forgery **ERISA** if Other, describe: Other

Send Notice Of Claims To: AIG

Financial Lines Claims

P.O. Box 25947

Shawnee Mission, KS 66225

Phone: (888) 602-5246 Fax: (866) 227-1750

Fax: (866) 227- 1750 Email: c- Claim@AlG.com

ENDORSEMENT# 18 (continued)

| Deleted from the Coverage Form/F | Policy | |
|--|------------------------|--------------------|
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount |
| | | |
| | | |
| | | |
| Changed as respects the Limit(s) of | of Insurance and/or De | ductible Amount(s) |
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount |
| | | |
| | | |
| The following Endorsement(s) is: | | |
| Added to the Coverage Form/Polic | у | |
| Endorsement(s) | Limit Of I | nsurance |
| | | |
| | | |
| X Deleted from the Coverage Form/F | Policy | |
| Endorsement(s) | Limit Of I | nsurance |
| 3 ADDITIONAL NAMED INSURED | | |
| | | |
| Changed as respects the Limit(s) of Insurance | | |
| Endorsement(s) | Limit Of I | nsurance |
| | | |
| | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

ENDORSEMENT# 18 (continued)

Application of changes affected by this Endorsement:

1. Addition Of Deductible Or Increase In Deductible Amount

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

2. Deletion Of Coverage Or Decrease In Limit Of Insurance

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 1 year from that date.
- 3. All Changes Other Than In Paragraphs 1. And 2.

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

| Accepted | | |
|----------------------|--|--|
| First Named Insured: | | |
| Name: | | |
| Title: | | |
| | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

This endorsement, effective 12:01 am January~1,~2019 forms a part of policy number 03-582-28-37 issued to UTAH~COUNTIES~INDEMNITY~POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY GOVERNMENT CRIME POLICY

Schedule

The following Insured(s) is/are added as Named Insured(s):

NAMED INSURED

| Beaver County |
|--|
| Beaver County Municipal Building Authority |
| Box Elder County |
| Box Elder County Special Service District (Added via End't #16) |
| Box Flder Redevelopment Agency |
| Canyon Land Improvement District |
| Central Utah Public Health Department |
| Daggett County |
| Daggett County Redevelopment Agency |
| Davis County |
| Duchesne County |
| Duchesne County Municipal Building Authority |
| Duchesne/Wasatch Bluebench Landfill Special Service District |
| Emery County |
| Emery County Municipal Building Authority |
| Five County Association of Governments |
| Garfield County |
| Grand County Emergency Medical Services Special Service District |
| Iron County |

ENDORSEMENT# 19 (Continued)

by National Union Fire Insurance Company of Pittsburgh, Pa.

| Iron Special Service District #1 |
|---|
| Juab County |
| Juab Special Service District #2 |
| Juab Special Service Fire District |
| Kane County |
| Kane County Municipal Building Authority |
| Kane Recreation & Transportation Special Service District |
| Millard County |
| Morgan County |
| Piute County |
| Piute County Municipal Building Authority |
| Piute Special Service District #1 |
| Rich County |
| San Juan County |
| San Juan Spanish Valley Special Service District |
| San Juan Transportation Special Service District |
| Sanpete County |
| Seven County Infrastructure Coalition |
| Sevier County |
| Sevier County Municipal Building Authority |
| Southeastern Utah District Health Department |
| Southwest Utah Public Health Department |
| TriCounty Health Department |
| Uintah County |
| Uintah County Municipal Building Authority |
| Utah Counties Indemnity Pool |
| Wasatch County |
| Wasatch County Health Department |
| |

ENDORSEMENT# 19 (Continued)

This endorsement, effective 12:01 am January 1, 2019 forms a part of policy number 03-582-28-37 issued to $UTAH \ COUNTIES \ INDEMNITY \ POOL$

by National Union Fire Insurance Company of Pittsburgh, Pa.

| Wasatch County Special Service Area #1 |
|---|
| Wasatch Parks & Recreation Special Service District #21 |
| Wasatch Solid Waste Disposal District |
| Wasatch Special Service District #9 |
| Washington County |
| Washington County Municipal Building Authority |
| Washington County/St. George Interlocal Agency |
| Wayne County |
| Wayne County Municipal Building Authority |
| Wayne County Special Service District #1 |
| Wayne County Special Service District #3 |
| Wayne County Water Conservancy District |
| Weber County |
| Weber County Municipal Building Authority |
| Weber Human Services |
| Weber-Morgan Health Department |
| Wilson Arch Water & Sewer Special Service District |

No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHÓRIZÉD REPRESENTATIVI

This endorsement, effective 12:01 am policy number 03-582-28-37

January 1, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

| | EDITION | |
|-------------|---------|-------------------------------------|
| FORM NUMBER | DATE | FORM TITLE |
| CR2002 | 08/07 | POLICY CHANGE (LOSS SUSTAINED FORM) |
| 95417 | 08/07 | ADDITIONAL NAMED INSURED |
| SYSLIB | 01/05 | FORMS INDEX (AMENDED) |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CRIME AND FIDELITY CR 20 02 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37

May 20, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE (LOSS SUSTAINED FORM)

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

SCHEDULE

| Change Number | Date Of Issue | Effective Date Of Change |
|-----------------------------|-----------------------|--------------------------------|
| 3 | May 23, 2019 | 12:01 A.M. on: May 20, 2019 |
| | | |
| The Named Insured is cha | nged to: | |
| | | |
| The following Insured(s) is | added as a Named Ins | ured: |
| Multi-County Appraisal Tru | st | |
| The following Insured(s) is | deleted as a Named In | sured: |
| g | | |
| The Mailing Address is cha | anged to: | |
| | | |
| | | |
| The Policy Period is: | | |
| Extended to: | Re | duced to: |
| The following Insuring Agr | eement(s) is: | |
| Added to the Covera | age Form/Policy | |
| Insuring Agreement(| s) Limit Of Ir | surance Deductible Amount |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ENDORSEMENT# 21 (continued)

| Deleted from the Coverage Form/P | olicy | | |
|--|------------------------|--------------------|--|
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount | |
| | | | |
| | | | |
| | | | |
| Changed as respects the Limit(s) of | of Insurance and/or De | ductible Amount(s) | |
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount | |
| | | | |
| | | | |
| | | | |
| The following Endorsement(s) is: | | | |
| Added to the Coverage Form/Polic | у | | |
| Endorsement(s) | Limit Of I | nsurance | |
| | | | |
| | | | |
| | | | |
| Deleted from the Coverage Form/P | olicy | | |
| Endorsement(s) | Limit Of I | nsurance | |
| | | | |
| | | | |
| | | | |
| Changed as respects the Limit(s) of | of Insurance | | |
| Endorsement(s) | Limit Of I | nsurance | |
| | | | |
| | | | |
| | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

ENDORSEMENT# 21 (continued)

Application of changes affected by this Endorsement:

1. Addition Of Deductible Or Increase In Deductible Amount

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

2. Deletion Of Coverage Or Decrease In Limit Of Insurance

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 1 year from that date.
- 3. All Changes Other Than In Paragraphs 1. And 2.

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

| Accepted | | | | |
|----------------------|--|--|--|--|
| First Named Insured: | | | | |
| Name: | | | | |
| Title: | | | | |
| | | | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

May 20, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

| | EDITION | |
|-------------|---------|-------------------------------------|
| FORM NUMBER | DATE | FORM TITLE |
| CR2002 | 08/07 | POLICY CHANGE (LOSS SUSTAINED FORM) |
| SYSLIB | 01/05 | FORMS INDEX (AMENDED) |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CRIME AND FIDELITY CR 20 02 08 07

This endorsement, effective 12:01 am policy number 03-582-28-37

May 28, 2019

forms a part of

issued to UTAH COUNTIES INDEMNITY POOL

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE (LOSS SUSTAINED FORM)

This endorsement modifies insurance provided under the Loss Sustained Form version of the following:

COMMERCIAL CRIME COVERAGE FORM COMMERCIAL CRIME POLICY EMPLOYEE THEFT AND FORGERY POLICY GOVERNMENT CRIME COVERAGE FORM GOVERNMENT CRIME POLICY

SCHEDULE

| Change Number | Date (| Of Issue | Effect | ive Date Of C | Change |
|-----------------------------|--------------|----------------|-----------------------|----------------------------|--------|
| 2 | June 13, | 2019 | 12:01 A <i>May</i> | .M. on: <i>28, 2019</i> | |
| | | | | | |
| The Named Insured is cha | nged to: | | | | |
| | | | | | |
| The following Insured(s) is | added as a | Named Insure | d: | | |
| Sanpete County Municipal B | uilding Aut | hority | | | |
| The following Insured(s) is | deleted as a | a Named Insur | ed: | | |
| | | | | | |
| The Mailing Address is cha | anged to: | | | | |
| | | | | | |
| | | | | | |
| The Policy Period is: | | | | | |
| Extended to: | | Reduc | ed to: | | |
| The following Insuring Agr | eement(s) is | : | | | |
| Added to the Covera | age Form/Po | licy | | | |
| Insuring Agreement(| s) | Limit Of Insur | ance | Deductible A | mount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

ENDORSEMENT# 23 (continued)

| Deleted from the Coverage Form/P | olicy | | | |
|--|-------------------------|-----------------------|--|--|
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount | | |
| | | | | |
| | | | | |
| | | | | |
| Changed as respects the Limit(s) of | of Insurance and/or De | ductible Amount(s) | | |
| Insuring Agreement(s) | Limit Of Insurance | Deductible Amount | | |
| | | | | |
| | | | | |
| The following Endorsement(s) is: | | | | |
| Added to the Coverage Form/Polic | у | | | |
| Endorsement(s) | Limit Of I | nsurance | | |
| | | | | |
| | | | | |
| Deleted from the Coverage Form/P | Policy | | | |
| Endorsement(s) | Limit Of I | nsurance | | |
| | | | | |
| | | | | |
| Changed as respects the Limit(s) of Insurance | | | | |
| Endorsement(s) | Limit Of I | nsurance | | |
| | | | | |
| | | | | |
| Information required to complete this School the Declarations. | nedule, if not shown ab | ove, will be shown in | | |

ENDORSEMENT# 23 (continued)

Application of changes affected by this Endorsement:

 Addition Of Deductible Or Increase In Deductible Amount

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place at any time, whether before or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

2. Deletion Of Coverage Or Decrease In Limit Of Insurance

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place:

- a. On or after the Effective Date of Change which is "discovered" by you after the Effective Date of change; and also
- b. Before the Effective Date of Change if "discovered" by you after 1 year from that date.
- 3. All Changes Other Than In Paragraphs 1. And 2.

This change applies to loss or damage that you sustain resulting directly from an "occurrence" taking place on or after the Effective Date of Change which is "discovered" by you after the Effective Date of change.

| Accepted | | | | |
|----------------------|--|--|--|--|
| First Named Insured: | | | | |
| Name: | | | | |
| Title: | | | | |
| | | | | |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

This endorsement, effective 12:01 am policy number 03-582-28-37 issued to UTAH COUNTIES INDEMNITY POOL

May 28, 2019

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

| | EDITION | |
|-------------|---------|-------------------------------------|
| FORM NUMBER | DATE | FORM TITLE |
| CR2002 | 08/07 | POLICY CHANGE (LOSS SUSTAINED FORM) |
| SYSLIB | 01/05 | FORMS INDEX (AMENDED) |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



CLAIM REPORTING FORM

| Issuing Company: National | Union Fire Insurance Company of Pittsburgh, Pa. |
|---|---|
| Reported under Policy/Bond | Number: <u>03-582-28-37</u> Date: |
| | E&O Fidelity (complete the Fidelity Supplemental on the next page) Policy Declarations (Face Page): |
| UTAH COUNTIES INDEM | NITY POOL |
| | |
| | |
| Contact Person: | |
| | |
| Phone:_() | Ext |
| eMail: | @ |
| If the party involved is differ relationship: | ent from "Insured" Name (as given on Policy Declarations) state |
| Insurance Broker/Agent: <u>AR</u> | THUR J. GALLAGHER & CO. INSURANCE BROKERS OF CAL |
| Address: 18201 VON KARMAN | |
| Address: IRVINE, CA 92612 | |
| Contact: <u>STEFANIE SALAZAR</u> | Phone: |
| eMail: <u>Stefanie</u> <u>Salazar@a</u> | njg.com |
| Send Notice of Claims to: | AIG Phone: (888) 602-5246 Financial Lines Claims Fax: (866) 227-1750 Financial Lines Claims Fax: (866) 227-1750 |

P.O. Box 25947

Shawnee Mission, KS 66225

Email: c-Claim@AlG.com



CLAIM REPORTING FORM FIDELITY SUPPLEMENTAL

(Only complete this supplemental if the Claim is being reported under Fidelity Coverage)

Issuing Company: National Union Fire Insurance Company of Pittsburgh, Pa. Reported under Policy/Bond Number: <u>03-582-28-3</u>7 Date of Discovery: — ——— Estimated Amount of loss: ————— Cause of Loss: Employee Dishonesty _____ Computer Fraud Funds Transfer Robbery/Burglary ID Theft Forgery Client Property In Transit Credit Card Forgery **ERISA** if Other, describe: Other

Send Notice Of Claims To: AIG

Financial Lines Claims

P.O. Box 25947

Shawnee Mission, KS 66225

Phone: (888) 602-5246 Fax: (866) 227-1750

Fax: (866) 227- 1750 Email: c- Claim@AlG.com



Fidelity / Crime Division

May 6, 2019

Stefanie Salazar Arthur J Gallagher 18201 Von Karman Ave Ste 200 Irvine, CA 92612-1069

Fidelity / Crime Division

5 Waterside Crossing, Suite 300 Windsor, CT 06095 www.CrimeInsurance.com 860-298-7301 513-412-5199 (Fax)

Re: Utah Counties Indemnity Pool

Excess Commercial Crime Coverage Binder & Invoice Letter

Dear Stefanie.

Thank you for the order! Per your instructions, coverage is bound per the terms and conditions set forth below. **Please consider this letter as our invoice.**

EXCESS COMMERCIAL CRIME COVERAGE

NAMED INSURED: Utah Counties Indemnity Pool

ADDRESS: 5397 S. Vine Street

Woods Cross, UT 84087-6757

POLICY NUMBER: XSC E454632 00 00

EFFECTIVE DATES: 12:01 A.M. on **January 1, 2019** to 12:01 A.M. on **January 1, 2020**

ISSUING COMPANY: Great American Insurance Company

A.M. Best Rated "A+" (Superior) Class XV as of March 12, 2016 Standard & Poor's Rated "A+" (Strong) as of February 8, 2017

Admitted in all 50 States & Canada

POLICY FORM: Great American Excess Follow Form Certificate (Ed. 03/15)

LIMIT PROVIDED: \$7,500,000

COVERAGES PROVIDED: Employee Theft (not including Faithful Performance of Duty Coverage)

EXCESS OF: \$2,500,000 Primary Limit / \$250,000 Deductible

ANNUAL PREMIUM: \$ 31,702

COMMISSION PAYABLE: 15 % (Commission Payable on Total Premium)

NET PREMIUM DUE: \$ 26,946.70 (Due Within 45 Days of the Effective Date)

FORMS:

| SEQ | FORM# | DESCRIPTION |
|-----|---------|--|
| 1 | 790FIC | Great American Insurance Fidelity & Crime Policy Cover |
| 2 | SDM683 | Important Notice Fidelity Crime Division Claims |
| 3 | CXS1001 | Excess Follow Form Certificate |

| SEQ | FORM# | DESCRIPTION |
|-----|---------|--|
| 4 | CXS1002 | Exclude All Sub-Limited Coverage(s) |
| 5 | CXS1010 | Include Retroactive Date Endorsement No. 2 Retroactive Date 01/01/2019 |
| 6 | IL7268 | In Witness Clause |

UNDERLYING COVERAGE SCHEDULE:

Primary Policy

National Union Fire Insurance Company of Pittsburgh, PA. Company:

Single Loss Limit: \$ 2,500,000 Deductible: \$ 250,000

Policy Number: 03-582-28-37

01/01/2019 - 01/01/2020 Policy Period:

SUBJECTIVITIES:

This binder is subject to our receipt, review and acceptance of the following information.

AS SOON AS AVAILABLE:

1. Agreement to add the stated crime questions to the 2020-2021 pool application and going forward.

PAYMENT OF PREMIUM:

ALL PAYMENTS MUST BE SENT TO GREAT AMERICAN INSURANCE GROUP.

If you are using first class mail: If you are using overnight mail:

Great American Insurance Group PNC Bank c/o Great American Insurance Group 3561 Solutions Center Lockbox Number 773561 Chicago, IL 60677-3005

350 East Devon Avenue

Itasca, IL 60143

Thank you again for the order. Please feel free to contact me with any questions or concerns.

Best Regards,

Michael Marino **Account Manager** 860-298-7301

mmarino@GAIG.COM

Mital Mario

The foregoing binder for coverage is issued under the condition that there has been no material change in the risk the Company has assumed in issuing the binder. The Insured shall promptly provide to the Company any information of which the Insured becomes aware of that has not previously been disclosed to the Company, and which relates to any proposed Insured's claim history or risk exposure, or which could change the Company's underwriting evaluation of the Insured. In the event that the Insured should fail to disclose this information to the Company prior to the inception date of the Policy, the Company, at its sole discretion, shall have the right to rescind the Policy upon learning of this information.